

6/18/2001 mes

EXECUTIVE ORDER NO. 62602

7/12/01
BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of
Lincoln, Nebraska,

The request of Krueger Development, hereinafter referred to as "Permittee", to construct street paving in South 14th Street and Yankee Hill Road, hereinafter referred to as "Work", at Permittee's cost and expense, is hereby approved subject to the following conditions:

1. Permittee shall pay the City the sum as outlined in condition #9 as a fixed fee for Engineering Services to be provided by the City pertaining to the Work, including but not limited to plan review and approval, right-of-way and easement acquisition, construction management, inspection, field and laboratory testing, whether or not Permittee commences or completes the Work. Payment shall be made to the City prior to approval of the Executive Order.

2. The Permittee may, upon written request, utilize a consulting engineer to perform the preliminary survey and plan preparation portion of the Work, provided that the consultant is a registered Professional Engineer within the State of Nebraska and is approved by the City Engineer. If a private consultant is utilized, the Requirements for Consultants Preparing Executive Order Plans for Public Facilities are by reference hereby made a part of the conditions of this permit and the Permittee shall comply with the same and shall be responsible for requiring his consultant to comply with the same.

3. Permittee shall have the Work constructed by Permittee's own contractor, and must notify the City in writing of his proposed contractor prior to the start of any construction. The Contractor must be able to demonstrate that he is qualified to do the Work, and will be

The Contractor must be able to demonstrate that he is qualified to do the Work, and will be expected to have a working knowledge of the City of Lincoln Standard Specifications and the General Conditions Applying to Private Construction of Public Facilities.

4. Permittee shall pay and bear all costs of the work, including but not limited to, labor, materials, and equipment rental. The Permittee shall not make any payment to the Contractor until authorized by the City in writing. Providing the work herein contracted for is being performed in accordance with the provisions of the Executive Order, the Engineer may authorize the Permittee to make an approximate estimate, on or before the tenth day of each month, for the value of work performed during the previous calendar month. After each such estimate has been approved by the Engineer, the Permittee may pay to the Contractor ninety-five percent (95%) of the value of the work performed. The remaining five percent (5%) shall not be paid until the Permittee has received written notification from the Engineer that the work has been completed in full accordance with the approved plans and specifications and has been accepted by the City as being complete, except that a portion of said retainage may be paid if authorized by the Engineer, as set forth below:

The Engineer may authorize the Permittee to make a partial payment of the remaining five percent (5%) to the Contractor in an amount not to exceed ninety-seven percent (97%) of the value of the work performed, provided the Engineer certifies the project is substantially complete and provided that, in the opinion of the Engineer, a final payment will be delayed more than sixty (60) days because of project complexities such as weather conditions, minor work completed, or the determination of final costs and quantities. Authorization under this paragraph shall in no way impair the City's rights to hold the Permittee responsible for the remaining Work and proceed against various bonds, retainages, and escrow required by the agreement for the total

cost of completing the work in full compliance with this agreement.

5. If the Work is located within a new subdivision, no construction staking will be undertaken or permitted until the Permittee has notified the City in writing that the site grading has been completed and the plat staked in accordance with the land subdivision ordinance.

6. The Work shall be constructed in accordance with the plans and specifications approved by the Department of Public Works and Utilities of the City, and the construction thereof shall be under the supervision of and subject to the approval and acceptance of the Directors of such departments. After said approval and acceptance, the ownership and maintenance responsibilities of the Work shall be vested in the City. The applicable guarantee period, if any, required by the permit or any document pertaining thereof shall commence with such approval and acceptance.

7. The 1999 City of Lincoln Standard Specifications for Municipal Construction, and the General Conditions and General Specifications Applying to Private Construction of Public Facilities, are by reference hereby made a part of the conditions of this permit, and Permittee shall comply with the same, and shall be responsible for requiring his contractor and all subcontractors to comply with the same, including the filing with the City Engineer of the Certificate of Insurance and the executed Performance and Labor and Material Payment Bonds required thereby.

8. Permittee shall post a performance bond in the amount of \$250,000 to insure completion of said Work. Permittee shall further deposit \$55,000 with the City Treasurer as retainage to be held by the City for the full guarantee period as specified in the General Conditions.

In lieu of posting a bond and cash retainage, the Permittee may post either an irrevocable

Letter of Credit or Certificate of Deposit in said total amount or enter into an escrow agreement with the City providing for the necessary security for the Work. Whenever twenty-five, fifty, or seventy-five percent or more of the value of an improvement, except street trees and landscape screens has been completed, the penal amount of the bond or the amount of the other security required for the improvement may be reduced by twenty-five, fifty, and seventy-five percent respectively, provided, such reduction does not reduce the penal amount of the bond or the amount of other security to an amount less than one hundred ten percent (110%) of the estimated cost of the Work remaining to be completed.

9. Permittee shall further comply with the following Special Provisions:

- a. The Permittee's engineer shall prepare the construction plans and provide the construction staking.
- b. The plans shall be approved by the City Engineer's Office prior to construction.
- c. The site grading certification shall include certification that rights-of-way are graded to within $\pm 6"$ of final grade.
- d. The conditions of this Executive Order are subject to conditions of the Vavrina Meadows 1st Addition Conditional Annexation and Zoning Agreement. The required \$305,000 was posted with the agreement.
- e. Krueger Development will pay 25% of the design, construction costs and engineering fees in the amount of an estimated \$305,000.
- f. The cost of the plan preparation will be deducted from Krueger Developments contribution.
- g. Krueger Development's 25% will include: From the east line of Vavrina Meadows 1st Addition, west on Yankee Hill Road to So. 14th Street and So. 14th Street north of Yankee Hill Road.
- h. The City cost at 100% will include approximately 800' in Yankee Hill Road east of Vavrina Meadows 1st Addition and approximately 1000 feet in So. 14th Street, south of Yankee Hill Road.
- i. The City engineering and inspection costs are 75% and Krueger Development costs are 25% of the total project cost of \$1,310,000.
- j. The City shall make progress payments to the owner for actual costs of the So. 14th Street and the Yankee Hill Road improvements constructed under the Executive Order process in proportion to the City's 75% subsidy.
- k. The estimated subsidy is \$1,005,000.

10. Exclusive of any guarantee period and of any valid extensions of time granted by the City, all as set forth in the aforesaid General Conditions, all Work shall be completed on or before 6/18/2002. *Bob*

11. Except as may otherwise be expressly provided in the Permit documents, once the Work has begun, Permittee shall be liable to the City for the satisfactory completion of the same unless specifically in writing relieved therefrom by the Mayor of the City or as provided in said General Conditions.

12. Permittee shall file with the City Engineer an unqualified written acceptance of all the conditions of this Permit; otherwise, all rights, authority, and privilege herein granted shall be voidable by the City.

13. ☐ The attached Agreement for Escrow of Security Fund between the City of Lincoln, Nebraska, and the Permittee is hereby accepted as the necessary security for the work and I have executed the same on behalf of the City of Lincoln, Nebraska.

☐ The attached Letter of Credit _____ (Number) from _____ (Bank) in the amount \$ _____ is hereby accepted as the necessary security for the Work.

☐ The attached _____ (Type of Certificate) _____ (Number) from _____ (Bank) in the amount of \$ _____ is hereby accepted as the necessary security for the Work.

The City Engineer is hereby directed to commence the engineering, as set forth herein,
after the filing of the unqualified written acceptance.

Dated this 14th day of July, 2001.

Don Wesely
Don Wesely, Mayor

Approved as to Form:

Margaret R. Starnes
Law Department

Approved:

Roger A. Sigurd
Public Works and Utilities

UNQUALIFIED WRITTEN ACCEPTANCE

The undersigned, the Permittee (or the person having authority to bind the Permittee if the Permittee is an organization) of Executive Order No. _____, dated the _____ day of _____, 20____, generally pertaining to construction of street paving in South 14th Street and Yankee Hill Road hereby states to the City of Lincoln, Nebraska, that the Permittee is fully aware of all the conditions of said Executive Order, understands the same, agrees to comply therewith, and hereby files the Unqualified Written Acceptance required thereby. It is understood that this compliance includes the paying to said City of engineering costs incurred by the City, as specified in said Executive Order.

Dated this _____ day of _____, 20____.

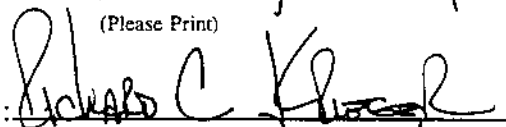
Witness:



Permittee:

R.C. Krueger Development Co. Inc.
(Please Print)

By:


(Signature) President

Address: 2929 Pinelake Rd Ste C
(Please Print)

City: Lincoln
(Please Print)

State: NE Zip: 68516
(Please Print)

(If the Permittee is an organization, the person signing for such organization will need to attach some showing of his authority to bind the organization. However, if the Permittee is a corporate organization and the president thereof has signed on its behalf, no showing of authority need be given, but only the fact that such person is the president.)

REQUIREMENTS FOR CONSULTANTS PREPARING EXECUTIVE ORDER PLANS FOR PUBLIC FACILITIES

1. Prior to beginning plan preparation, the Consultant shall meet with a representative of the City Engineer's Office to determine the extent of the improvements required. The extent of the improvements required in Executive Order construction shall be the same as those which would be required by the City if the improvements were being constructed under the authority of an assessment district.
2. It will be the responsibility of the Consultant to furnish any special provisions which are needed for the construction of any items not covered by the Standard Specifications.
3. Prior to plan preparation, the Consultant will obtain the preliminary survey information normally required by the city for design purposes. If the improvements are to be installed in a new subdivision, the preliminary surveys shall not be obtained until the subdivision has been staked in accordance with the Land Subdivision Ordinance. The information obtained shall include but not be limited to existing centerline profiles and any cross sections needed to calculate earth work quantities. All preliminary surveys will be recorded in field books furnished by the City of Lincoln and will become the property of the City of Lincoln at the time of final approval of the plans.
4. It will be the responsibility of the Consultant to evaluate the effects of the proposed construction on adjacent property and identify and describe any needed easements.
5. All plans prepared by the Consultant are to conform to the City of Lincoln's design standards. In addition to providing preliminary survey information in City field books, the Consultant will be required to submit copies of any profiles, cross sections, drainage studies, inlet computations, etc. needed to develop construction plans.

6. It will be the responsibility of the Consultant to notify the utility companies - Alltel, Lincoln Electric System, and People's Natural Gas of the proposed construction. Copies of this notification will also be sent to the City Engineer's Office.
7. The Consultant will be required to certify on the plans that the plans meet the design standards of the City of Lincoln and that the planned improvements satisfy the conditions of acceptance of the preliminary and/or final plat, or the resolution approving the special permit, if applicable.
8. Plans prepared by the Consultant will be reviewed by the Departments of Public Works and Utilities, and the Consultant will be notified of any required changes. All changes required will be the responsibility of the Consultant.
9. If, during the course of construction, problems arise due to design errors in the plans, all construction affected by these errors will be halted until the errors have been corrected by the Consultant.
10. The original tracing of all plans prepared for the installation of City-owned improvements will be given to the City for their official records at the time of final approval of the plans.

MAY 30 2001

Krueger Development

May 29, 2001

Mr. Dennis Bartels
Public Works Department
City of Lincoln
Suite 100
531 Westgate Blvd.
Lincoln, Nebraska 68528
441-6576 fax

2929 Pine Lake Road, Suite C
Lincoln, Nebraska 68516
Phone 402-423-7377
Fax 402-423-0536

Dear Dennis:

We are requesting your assistance in obtaining an Executive Order for the installation of paving of 14th and Yankee Hill Road in front of Vavrina Meadows 1st addition.

As we discussed this morning, we have not been thru this process before where the city has such a large subsidy, and we will need to work closely with you on all the particular details of this job. These include the bidding, managing, and payments to the contractor. We have previously engaged Olsson and Associates to prepare the construction plans for this job. Lyle Loth at ESP and Brian Carstens are providing the subdivision drawings for Vavrina 1st addition, which include the drainage plans abutting this job. We want to see that this job is completed this year, however, if it can not be completed and needs to be completed in two seasons, we would prefer that the 14th street portion be given priority. Our first final plat of Vavrina Meadows 1st will connect Dahlberg Drive to 14th.

The estimated total amount of our contribution to this job has been secured with a letter of credit from Union Bank. This was posted at the time the annexation agreement was approved at City Council.

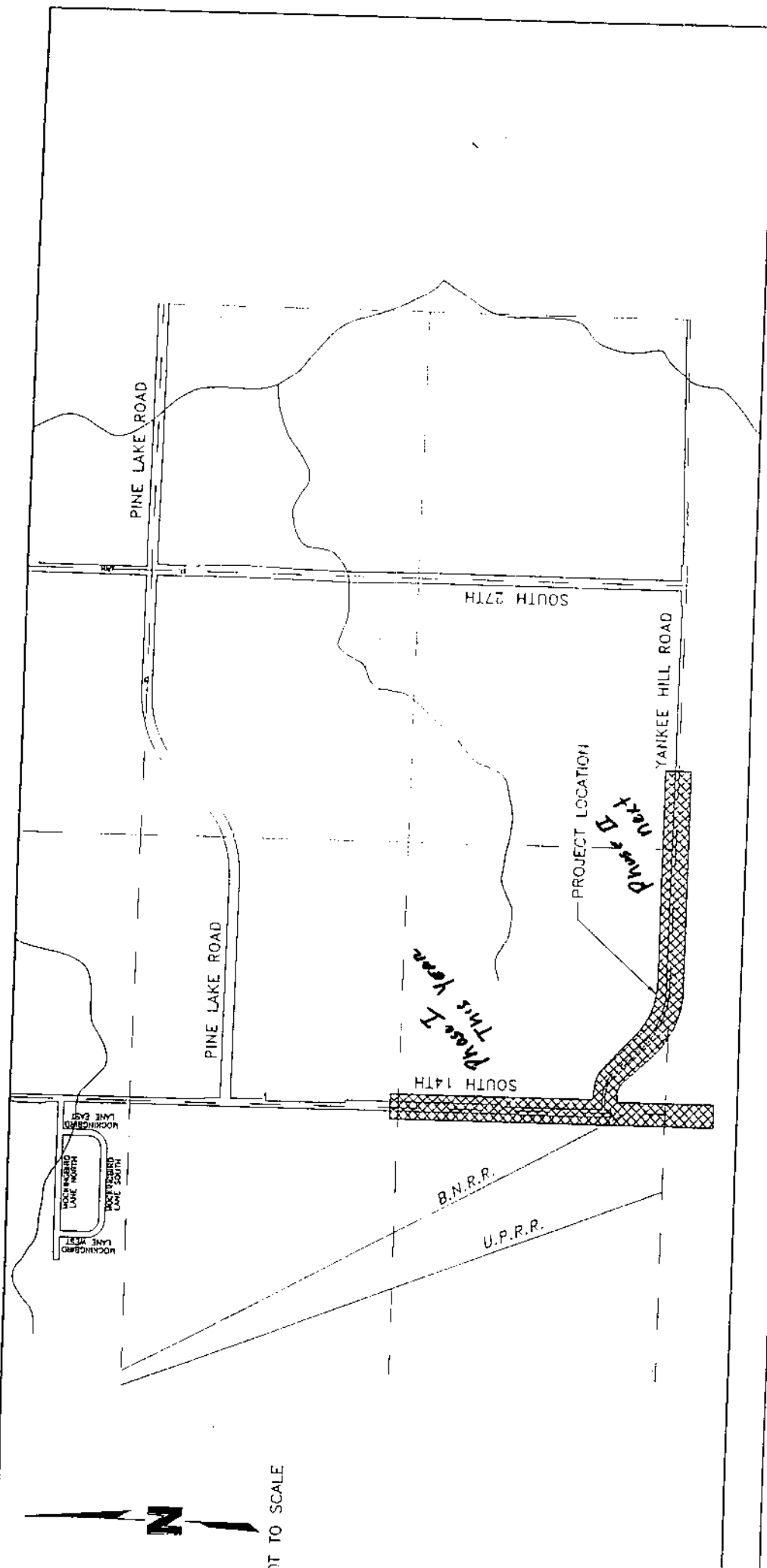
Please call myself or Judy Elgert at our office with any questions or comments that you may have.

Best regards,



Richard C. Krueger
President, Krueger Development

SOUTH 14TH AND YANKEE HILL ROAD H 14TH STREET THROUGH WILDERNESS RIDGE DR LINCOLN, NEBRASKA 2001



SCHEDULE OF PAVING QUANTITIES

ITEM	UNIT	QUANTITY
HALTIC CONC. PAVEMENT, 6" THICK, (ARTERIAL STREET MIX)	SY	1,051
CRETE PAVEMENT W/INTEGRAL CURB, 9" THICK	SY	16.55

SCHEDULE OF STORM SEWER QUANTITIES

ITEM	UNIT	QUANTITY
BUILD "M-2" STORM SEWER MANHOLE	EA	1